



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

NOTICE OF FUNDING OPPORTUNITY (NOFO)

NOFO NO. 22-36802-001

NOTE: *If you download this NOFO from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the NOFO Coordinator in order for your organization to receive any NOFO amendments or bidder questions/agency answers.*

PROJECT TITLE: Grants to Counties to Stabilize Ukraine Conflict Refugees

PROPOSAL DUE:

Tier 1: First-Come First-Served **beginning April 21** (for Expenses Incurred in FY 2022)

Tier 2: **May 6, 2022 at 5:00 PM** (for Expenses Incurred in FY 2023)

ESTIMATED TIME PERIOD FOR CONTRACT:

Tier 1: until June 30, 2022

Tier 2: July 1, 2022 to June 30, 2023

PROPOSER ELIGIBILITY: This procurement is open only to Counties within Washington State.

BIDDERS WEB CALL: Wednesday April 20th, 2:30 via Zoom

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Notice of Funding Opportunity (NOFO) to solicit proposals from Counties interested in participating in a project to stabilize newly arriving refugees from the 2022 Ukraine-Russia Conflict.

COMMERCE can only grant these funds directly to County governments (Counties at their discretion can subgrant funds to local partners including Tribes, nonprofits, or other organizations serving local refugees).

COMMERCE intends to award multiple contracts to provide the services described in this NOFO.

These funds were made available through the 2021-23 Operating Budget, ESSB 5693, Laws of 2022, Sec. 128 (196). That proviso stated:

(196) \$3,335,000 of the general fund-state appropriation for fiscal year 2022 and \$2,223,000 of the general fund-state appropriation for fiscal year 2023 are provided solely for grants to counties to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict.

1.2 OBJECTIVES AND SCOPE OF WORK

The objective of this NOFO is to contract with counties that are able to rapidly deploy flexible funds to support and stabilize newly arriving refugees from the 2022 Ukraine-Russia Conflict.

Counties at their discretion may choose to subcontract grant funds to one or multiple nonprofits, Tribes, or other organizations in the community who have capacity and experience to support Ukraine-Russia conflict refugees or technical and cultural expertise with refugees generally.

Assistance can include but is not limited to paying for rent and housing needs, transportation, healthcare needs, food, clothing and other essential items or services that the County deems necessary to help stabilize the refugees.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Applicant must be a County within the state of Washington. Counties can choose to subgrant to nonprofits, Tribes, or other organizations in the community, such as resettlement agencies or others with expertise in serving Ukraine-Russia conflict refugees.
- The county has newly arriving refugees from the 2022 Ukraine Russia conflict, and will incur costs related to resettling those refugees in FY 2022 or FY 2023.
- Counties must submit all Proposal Contents listed in Sec. 3, NOFO page 12.

Proposals that do not clearly meet or exceed all minimum qualifications listed above are non-responsive and will not be evaluated.

1.4 FUNDING

COMMERCE has budgeted **\$3,170,000 in FY 2022 ending June 30, 2022**, and **\$2,110,000 for FY 2023 (July 1, 2022 to June 30, 2023)**.

Funds awarded for FY 2022 must be spent on costs incurred before June 30, 2022, and cannot roll over into FY 2023 of the grant contract.

Proposals will be reviewed in two tiers:

Tier 1: Counties applying for eligible expenses incurred until June 30, 2022 (by end of State Fiscal Year 2022) will be reviewed on a first come first served basis, until available funds are exhausted.

Tier 2: Counties applying for eligible expenses incurred between July 1, 2022 and June 30, 2023 (during State Fiscal Year 2023) will be reviewed and evaluated on a competitive basis.

Awards may be made for lesser amounts than requested, depending the total funds requested each tier and the amounts available.

Counties can apply in either or both Tier 1 and Tier 2. Counties must apply for each Tier separately and must submit a second Tier 2 contract by the Tier 2 deadline.

Any contract awarded as a result of this NOFO is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of contracts resulting from this NOFO for FY 2022 ending June 30, 2022 will begin as soon as possible on a first-come first-serve basis for Counties interested in providing services in FY 2022.

For FY 2023 funds, contracts can begin July 1, 2022, and must end on June 30, 2023.

COMMERCE reserves the right to extend the contract for two one-year periods, should the Legislature make additional funds available in the 2023-25 biennium.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this NOFO include:

Apparent Successful Grantee: The County or Counties selected as to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

COMMERCE or AGENCY: The Department of Commerce is the agency of the state of Washington that is issuing this NOFO.

Grantee: County or Counties whose proposal has been accepted by COMMERCE and is awarded a fully executed, written grant contract.

Notice of Funding Opportunity (NOFO): This formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of a NOFO is to permit the proposer community (i.e., the County) to suggest various approaches to meet the need at a given funding level.

Proposal: A formal offer submitted in response to this solicitation.

Proposer: Individual, organization, organization, or other entity that submits a proposal in order to attain a grant contract with COMMERCE.

1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Prospective Proposers may contact the NOFO Coordinator to receive this Notice of Funding Opportunity in Braille or on tape.

2. GENERAL INFORMATION FOR PROPOSERS

2.1 NOFO COORDINATOR

The NOFO Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Proposer and COMMERCE upon release of this NOFO shall be with the NOFO Coordinator, as follows:

Name	Cary Retlin
E-Mail Address	Cary.retlin@commerce.wa.gov

Any other communication will be considered unofficial and non-binding on COMMERCE. Proposers are to rely on written statements issued by the NOFO Coordinator. *Communication directed to parties other than the NOFO Coordinator may result in disqualification of the Proposer.*

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Notice of Funding Opportunity	April 18, 2022
Question & answer period	April 18 – April 21, 2022
Pre-Proposal Conference April 20 th 2:30 PM (by Zoom https://wastatecommerce.zoom.us/j/86195628676?pwd=L1dCbDdnOTht6TkN6UnM5SVBwNlhtVzZ09)	April 20, 2022
Answers to Q&A and final Revisions to the NOFO posted by	April 22, 2022
Tier 1 Proposals for FY 2022 can be submitted on or after	First-come first-serve beginning April 21, 2022
Tier 2 Proposals due (proposals for FY 2023 will be evaluated in a competitive manner)	May 6, 2022 5PM
Evaluate Tier 1 proposals for FY 2022	beginning April 21, 2022
Evaluate Tier 2 proposals for FY 2023	May 9 - May 13, 2022
Tier 1: Evaluations, Interviews, Debrief Conferences, Notifications, and Contract Negotiations will be conducted on a rolling basis as Tier 1 applications are received and until all funds are contracted for FY 2022.	beginning April 21, 2022
Conduct Tier 2 oral interviews with finalists, if required	May 16-18, 2022
Announce Tier 2 “Apparent Successful Grantee” and send notification via e-mail to unsuccessful Proposers	May 19, 2022
Hold Tier 2 debriefing conferences (if requested)	May 20 - May 23, 2022
Negotiate Tier 2 contracts	May 25 – June 3, 2022
Begin Tier 2 contract work	July 1, 2022

COMMERCE reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled to be held on Wednesday **April 20 at 2:30**, Pacific Time. The pre-proposal conference will be virtual only. All Counties are encouraged attend; however, attendance is not mandatory. The Zoom link for the meeting is:

<https://wastatecommerce.zoom.us/j/86195628676?pwd=L1dCbDdnOTh6TkN6UnM5SVBwNlhvZz09>

Participants can also dial in by calling:

1 (253) 215-8782

Meeting ID: 861 9562 8676

Passcode: 503998

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the NOFO Coordinator will be documented and answered in written form and posted on the webpage where this NOFO was published.

2.4 SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

Applications for the first fiscal year, or Tier 1, which ends June 30, 2022, will be reviewed and funded on a first-come first-serve basis beginning April 21 in order to maximize opportunity to contract and spend those funds.

Applications for the second fiscal year, or Tier 2 funds, must be **received by the NOFO Coordinator via email no later than May 6, 2022, 5:00 PM Pacific Time, in Olympia, Washington.**

Counties must apply for each Tier separately and must submit a second Tier 2 contract by the Tier 2 deadline.

Proposals must be submitted electronically as an attachment to an e-mail to the NOFO Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. The budget must be attached in a Microsoft Excel spreadsheet.

Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Proposer to the offer. COMMERCE does not assume responsibility for problems with Proposer's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the NOFO Coordinator. **Late Tier 2 proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. Requests for deadline extensions will not be granted. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Grantee is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Proposer is making the claim

must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Proposer has marked as "Proprietary Information," COMMERCE will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Proposer obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Proposer's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the NOFO Coordinator is required. All requests for information should be directed to the NOFO Coordinator.

2.6 REVISIONS TO THE NOFO

In the event it becomes necessary to revise any part of this NOFO, **addenda will be provided via e-mail to all individuals who have made the NOFO Coordinator aware of their interest.** Addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>. That revision period will close concurrent with the end of the Question and Answer period.

If you downloaded this NOFO from the Agency website located at www.commerce.wa.gov, you are responsible for sending your name, e-mail address, and telephone number to the NOFO Coordinator in order for your organization to receive any NOFO addenda.

COMMERCE also reserves the right to cancel or to reissue the NOFO in whole or in part, prior to execution of a contract.

2.7 DIVERSE BUSINESS INCLUSION PLAN

Proposers are required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by entities certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for entities certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for entities that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

2.9 COMPLAINT PROCESS

Vendors may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the NOFO coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The NOFO coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.10 RESPONSIVENESS

All proposals will be reviewed by the NOFO Coordinator to determine compliance with administrative requirements and instructions specified in this NOFO. The Proposer is specifically notified that failure to comply with any part of the NOFO may result in rejection of the proposal as non-responsive.

Disqualified Proposers will be notified after the announcement of the Apparently Successful Grantees(s).

Disqualified Proposers will be afforded a Debriefing consistent with Section 4.5.

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

2.11 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Proposer for clarification of its proposal.

The Apparent Successful Grantee should be prepared to accept this NOFO for incorporation into a contract resulting from this NOFO. Contract negotiations may incorporate some, or all, of the Proposer's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.12 CONTRACT GENERAL TERMS & CONDITIONS

The apparent successful Grantee will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this NOFO, travel to or conduct of a presentation, or any other activities related to responding to this NOFO.

2.14 NO OBLIGATION TO CONTRACT

This NOFO does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this NOFO.

2.16 COMMITMENT OF FUNDS

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this NOFO. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful Grantee will be provided a form to complete with the contract to authorize such payment method.

2.18 INSURANCE COVERAGE

The Grantee is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

The Grantee shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Grantee shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit C.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the NOFO Coordinator in the order noted below. The Budget must be submitted in Excel format:

1. Certifications and Assurances and Application (Exhibit A)
2. Diverse Business Inclusion Plan (Exhibit B)
3. Workers' Rights Certification (Exhibit C)
4. Budget Spreadsheet (directions are included in Exhibit A)

4. EVALUATION AND CONTRACT AWARD

3.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

Tier 1: Applications for FY 2022 funding will be reviewed to ensure they meet Minimum Qualifications (Section 1.3) and funded on a first come-first served basis so services can begin as soon as possible.

Tier 2: Applications for FY 2023 funding that meet Minimum Qualifications (Section 1.3) will be evaluated competitively based on section 3.2 below.

The NOFO Coordinator may contact the Proposer for clarification of any portion of the proposal. Proposers are not permitted to submit, or resubmit, any materials of any kind after the date and time stated in section 2.5 SUBMISSION OF PROPOSALS.

3.2 EVALUATION BREAKDOWN FOR TIER 2 PROPOSALS FOR FY2023

The following weighting will be assigned to the proposal for evaluation purposes:

Technical Proposal – 80%

Work Plan
Project Schedule
Outcome and Performance Measurement
Risks

Management Proposal – 20%

Staff Qualifications and Experience

Cost Proposal for FY 2023 is computed by dividing the total request amount by the number of refugees estimated to be served in each program year and then added to the combined score for the Technical and Management Proposals.

Workers' Rights Certification – Those Proposers that certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Attachment C).

COMMERCE reserves the right to award a contract to a Proposer whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

COMMERCE also reserves the right to offer partial awards, or take other steps, in order to maximize the reach of these funds to as many refugees in as many Counties as possible.

3.3 ORAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written proposals COMMERCE may elect to schedule oral presentations of the finalists. Should oral presentations become necessary, COMMERCE will contact the top-scoring organization(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Grantee.

3.4 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Grantee(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award will be notified separately by e-mail.

3.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Proposer who has submitted a proposal and received notice that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the NOFO Coordinator within three (3) business days after the Unsuccessful Proposer Notification is e-mailed or faxed to the Proposer. Debriefing requests must be received by the NOFO Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Proposer Notification. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's proposal;
- Any written comments from evaluators;
- Review of proposer's final score in comparison with the other final scores *without* identifying the other Proposers or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals is not allowed. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes.

3.6 PROTEST PROCEDURE

Protests may be made only by Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the NOFO Coordinator. Protests must be received by the NOFO Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or facsimile.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers under this procurement.

All protests must be in writing, addressed to the NOFO Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the NOFO number, the grounds for the protest from the list below with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer that also submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the NOFO Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all proposals, or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the Apparent Successful Grantee(s). If the protest is determined to have merit, one of the options noted above will be taken.

5. NOFO EXHIBITS

- Exhibit A Certifications and Assurances and Application Form and Budget Instructions
- Exhibit B Diverse Business Inclusion Plan
- Exhibit C Workers' Rights Certification
- Exhibit D Grant Contract Format with General Terms and Conditions

CERTIFICATIONS AND ASSURANCES, APPLICATION AND BUDGET
INSTRUCTIONS:

Commerce NOFO 22-36802-001
Grants to Counties to Stabilize Ukraine Conflict Refugees
Name of County: _____

CERTIFICATIONS AND ASSURANCES:

- A. County and Signer Contact Information:** Name of County, street and mailing address, telephone number, and name and e-mail address of individual who will be authorized to sign and legally bind the Consultant to a contractual relationship.
- B. County Contract Lead Information:** Name, address, telephone number and e-mail of individual with whom COMMERCE should communicate with and negotiate details of a potential contract.
- C. Critical Contracting Numbers:**
- a. Federal Employer Tax Identification number (TIN)
 - b. Washington Uniform Business Identification (UBI) number
 - c. Statewide Vendor Number (SWV).
- D. Potential Conflicts of Interest:** Identify any state employees or former state employees employed at the County, County Commission or Executive Office as of the date of this proposal that will be involved in this program so COMMERCE can review for potential conflicts of interest. If a conflict exists the Consultant may be disqualified from further consideration for the award of a contract.

Application and Budget Directions:

Application and Cost Proposals must be sent by e-mail to the NOFO coordinator.

The **Application** must be one document in Microsoft Word format or PDF.

All questions must be answered in the same order and with the same headings for applications to be considered responsive.

The **Budget** must be attached separately in Microsoft Excel. Detailed instructions for the Budget are on the last page of this exhibit.

Counties must apply for each Tier separately and must submit a second Tier 2 contract by the Tier 2 deadline.

APPLICATION REQUIREMENTS:

- E. Work Plan: (150 word limit, scored in Tier 2)** Describe your plan for rapidly engaging and supporting refugees and refugee needs. Include a general description of services provided by the County, nonprofit, Tribes or other partners you may contract with or reimburse to complete this work. The Consultant is encouraged to present creative approaches to supplement or expand existing grants and programs.

- F. Project Schedule (150 word limit, scored in Tier 2):** Include a schedule indicating when the elements of the work will be completed. The schedule must ensure costs are incurred and reimbursed within the appropriate fiscal years since funds awarded in each fiscal year do not carry over into the next year. State Fiscal Year 2022 ends June 30, 2022, State Fiscal Year 2023 begins July 1, 2022 and ends June 30, 2023.

- G. Outcomes and Performance (50 word limit, scored in Tier 2):** Estimate how many Ukraine-Russia Conflict refugees you hope support each State Fiscal Year. Your outcomes will be required to be reported to COMMERCE at least quarterly.

- H. Risks (50 word limit, scored in Tier 2):** Identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.

- I. Experience of Your Team (150 word limit, scored in Tier 2):** Indicate the experience the County, subcontractors and other partners have assisting refugees or others fleeing persecution and seeking services including resettlement. Please include mention of plans to work with [Resettlement Agencies](#) if applicable.

BUDGET SPREADSHEET REQUIREMENTS:

The maximum reimbursement for each year this contract must not exceed the amount specified in the procurement. While it is possible that Commerce could award one County all funds – Commerce hopes to provide support to multiple communities to support Ukraine conflict refugees.

Commerce intends to award funds to Counties whose proposals best meets the requirements of this procurement and can maximize the impact of these funds. Counties are encouraged to submit proposals that conserve state resources.

Budget Identification of Costs Spreadsheet (scored in Tier 2)

Estimate costs for the services necessary to accomplish the objectives of the contract in an Excel spreadsheet.

The budget spreadsheet must reflect the State Fiscal Year relevant to this application (State Fiscal Year 2022 ends June 30, 2022, State Fiscal Year 2023 begins July 1, 2022 and ends June 30, 2023).

The budget should include categories for County and subcontractor costs for:

- Direct staff costs include staff interacting with refugees and program management
- Other programmatic costs (examples: hotel vouchers, legal aid, or welcome center expenses)
- Administrative expenses (which cannot exceed 15% of the total contract). Administrative expenses can include insurance, executive staff, information technology staff and human resources.

Consultants are required to collect and pay Washington state sales and use taxes, as applicable. Those costs should be reflected in your budget.

The score for the cost proposal will be computed by dividing the total request amount by the number of refugees estimated to be served in that program year.

DIVERSE BUSINESS INCLUSION PLAN

	Yes	No
Do you anticipate using, or is your organization, a State Certified Minority Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a State Certified Women's Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a State Certified Veteran Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a Washington State Small Business?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority ___%
 Women ___%
 Veteran ___%
 Small Business ___%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: _____
 Phone: _____
 E-Mail: _____



NOFO EXHIBIT C

GRANTEE CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Commerce is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: 22-36802-001

I hereby certify, on behalf of the organization identified below, as follows (check one):

☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ This organization certifies it has no employees.



Washington State
Department of
Commerce

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

ORGANIZATION NAME:

Name of Grantee/Bidder – Print full legal entity name of organization

By:

Signature of authorized person

Printed Name

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Return to Procurement Coordinator as part of your complete response.



NOFO EXHIBIT D

Grant Agreement with

through

**Community Services and Housing Division
Administration Unit**

**For
Stabilizing newly arriving refugees from the
2021 Ukraine-Russia Conflict**

Start date: July 1, 2023

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FACE SHEET

Contract Number: 22-XXXXX-XXX

Washington State Department of Commerce
Community Services and Housing Division
Stabilizing newly arriving refugees from the
2021 Ukraine-Russia Conflict

1. Grantee <Insert name> <Insert mailing address> <Insert physical address>		2. Grantee Doing Business As (optional)	
3. Grantee Representative <Insert name> <Insert title> <Insert phone> <Insert e-mail>		4. COMMERCE Representative Cary Retlin New Initiatives Manager 360-819-6923 Cary.Retlin@commerce.wa.gov 1011 Plum St SE Olympia, WA 98504-2525	
5. Grant Amount \$_____	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2022	8. End Date 06/30/2023
9. Federal Funds (as applicable) \$0		CFDA Number N/A	
10. Tax ID # <Insert number>	11. SWV # <Insert number>	12. UBI # <Insert number>	13. DUNS #
14. Grant Purpose This grant funds refugee stabilization for those arriving from the 2021 Ukraine-Russia Conflict.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant including Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget and the following documents incorporated by reference: Grantee's Proposal in response to RFP 22-36XXX-0XX.			
FOR GRANTEE _____ <insert name, title> <insert email> _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 3/30/2022

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$XX,XXX) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions can be made for more frequent invoicing if approved by your COMMERCE representative identified on the Face Sheet of this Agreement. Invoices for reimbursement must be submitted using an A19 format via the Secure Access Washington (SAW) online system.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report or completion of the project, etc.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date OR a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantee/subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self - insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. *"Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.*
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS
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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**GENERAL TERMS AND CONDITIONS
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24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE

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for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

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All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This Grant provides \$[] for expenses during state fiscal year 2022 and \$[] for expenses during state fiscal year 2023 for [] County ("Grantee") to stabilize newly arriving refugees from the 2022 Ukraine Russia conflict ("Refugees"), as per 2021-23 Operating Budget, ESSB 5693, Laws of 2022, Sec. 128 (196).

The Grantee may use the funds under this Grant, directly or through subcontracts with Grantee-selected organizations, for the purpose of assisting and stabilizing Refugees. Assistance can include but is not limited to paying for rent and housing needs, transportation, healthcare needs, food, clothing and other essential items or services that the Grantee deems necessary to help stabilize the Refugees.

The Grantee, at its discretion and if funds are available, can also reimburse costs for Refugees served outside of this county through this Grant including from nonprofit, Tribes, local governments or .

The Grantee will submit quarterly progress reports to Commerce, in a form to be provided by Commerce, which will describe the progress made toward resettlement stabilization. Client data should NOT INCLUDE NAMES or personally identifiable information to protect privacy. Commerce may confirm clients against data reported during monitoring.

Budget

Budget Item	Fiscal Year 2022 until June 30, 2022	Fiscal Year 2023 July 1, 2022 to June 30, 2023	Total
Program Staff Salary and Benefits			
Program Costs			
Administrative Costs (cannot exceed 15 percent of total budget)			
TOTAL BUDGET			

Variations to program costs and staff budgets can be accommodated without a contract amendment, as long as the administrative limit and total contracted amount is not exceeded.

Budget Item Definitions, Allowances and Restrictions:

- **Program Staff Salary and Benefits** can include any costs incurred by staff interacting directly with refugees served by this program.
- **Program Costs** can include but are not limited to paying for rent and housing needs, transportation, healthcare needs, food, clothing and other essential items or services that the Grantee deems necessary to help stabilize refugees.
- **Administrative Costs** are expenses incurred including executive staff time, IT/IS, HR, and other organization-wide fees or costs like insurance, non-program office space, etc. The 15 percent limit includes subcontractor administrative costs.